

## **AGREEMENT**

This Agreement (the “**Agreement**”) is made and entered into by and between PACIFIC RIDGE DEVELOPMENT COMPANY, LLC (the “**Company**”), a California limited liability company, and the CITY OF SEABROOK, TEXAS (the “**City**”), a Texas home rule city, for the purposes and considerations stated below.

### **FACTUAL RECITALS AND FINDINGS:**

WHEREAS, the Texas Department of Transportation (“**TxDOT**”) is expanding State Highway 146 into a grade separated 6 lane highway with controlled access feeder roads through the City (the “146 Expansion”), resulting in the forced relocation of over 50 businesses in the City, and is materially and negatively impacting many other properties and businesses, as detailed in the Environmental Assessment for the 146 Expansion prepared by TxDOT and the US Dept. of Transportation dated April 2013. Such relocations and impacts are scheduled to commence in 2017; and

WHEREAS, the City risks losing substantial commercial property and sales tax revenues if the affected businesses relocate outside the City or are less successful due to the 146 Expansion; and

WHEREAS, the current relocation opportunities within the City are limited, which will result in businesses relocating outside the City; and

WHEREAS, the City has i) identified the Repsdorph Road/Lakeside Drive intersection, and the Traffic Circle at that intersection (the “**Development Area**”) as an area for future mixed use development, and ii) expended significant funds for public infrastructure in that area; and

WHEREAS, the City established Neighborhood Empowerment Zone #2, by Resolution 2013-10, adopted on May 7, 2013 (the “**Resolution**”), which encompasses part of the Land, pursuant to Texas Local Government Ch. 378 and the Incentive Policy, in which Resolution the Council finds that creation of the Neighborhood Empowerment Zone will:

- ☐ promote an increase in economic development in the zone;
- ☐ benefit and is for the public purpose of increasing the public health, safety, and welfare of the citizens of the City; and
- ☐ satisfy the requirements of Texas Tax Code Sections 312.202: and
- ☐ contribute to the retention or expansion of primary employment or to attract major investment in the neighborhood empowerment zone that would be a benefit to the Land; and

WHEREAS, the potential negative impact of the 146 Expansion to the City is dramatic, such that the City established a Budget Stabilization Fund by Ord. 2011-22; and

WHEREAS, a grocery anchored retail project ("**Project**") is an appropriate use for the Development Area to provide for relocating businesses and to provide for new, high quality goods and services providers needed by City residents; and

WHEREAS, the Company owns land in the Development Area bounded by Lakeside Drive on the west, 146/City water station on the east and Oak Ridge Meadows residential subdivision on the north, and as further described on **Exhibit A** attached hereto and incorporated herein (the "**Land**") for the purpose of developing a Project thereon, and the Company has the experience and capability to develop such a Project; and

WHEREAS, the Land is currently zoned R-1, but according to the City Comprehensive Master Plat 2030 is appropriate for commercial redevelopment under certain circumstances; and

WHEREAS, the Project must be initiated quickly in order to be ready by 2017, when businesses will be relocated by the 146 Expansion; and

WHEREAS, the City desires to implement economic development programs authorized by Texas law and approved by the City, including, but not limited to, those authorized by Chapters 378 and 380 of the Texas Local Government Code, consistent with the City Charter; and

WHEREAS, the City has determined that its economic development programs promote state and local economic development, stimulate business and commercial activity in the City, discourage the loss of existing businesses and jobs, increase sales and ad valorem taxes, promotes development and diversification of the economy, elimination of unemployment and underemployment, and expansion of commerce; and

WHEREAS, the Resolution establishes non-exclusive authority for the City to provide economic development incentives (the "**Incentive Policy**") pursuant to the Land being located in the subject Neighborhood Empowerment Zone; and

WHEREAS, the City finds that the development of the Project by the Company in the City promotes local economic development and stimulates business and commercial activity within the City and would directly establish a public purpose, as contemplated above; and

WHEREAS, the City finds that the Project would not be developed in the City without the incentives set forth herein; and

WHEREAS, the City has the authority to enter into this Agreement based upon, among other authorization and its home rule powers, Texas Local Government Code Chapters 378 and 380;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## AGREEMENTS

### SECTION 1 Authorization

This Agreement is authorized by law, including but not limited to, Sections 378 and 380 of the Texas Local Government Code and is within the authority of the City under the City Charter and related law.

### SECTION 2 Factual Recitals and Findings

The factual recitals and findings set forth above are found to be true and correct for all purposes, and incorporated into the body of this Agreement. The City and Company have each relied upon the truth of the recitals in entering into this Agreement and proceeding to develop the Project.

### SECTION 3 Effective Date/Term

This Agreement shall be effective as of the date of execution by both parties (the “**Effective Date**”). This Agreement shall remain in full force and effect until the City and the Company have completed their respective obligations hereunder or has been earlier terminated by the parties in writing (the “**Term**”). Should the primary building on the Land be razed (leaving only pad sites with buildings), then this Agreement shall terminate and the parties shall execute and record a memorandum of termination.

### SECTION 4 City Obligations

4.1 Permits. The City will expedite all construction and development permits for the Project such that all permits will be issued within 21 days of submission of proper plans and specifications in compliance with applicable codes and ordinances, provided any permit may be issued contingent on final plat approval.

4.2 Fees. The City agrees to waive all fees for the building permit(s) for the initial development and improvements to the Project. This waiver shall apply to building, plumbing and electrical work for permits sought up to 24 months from the date of this Agreement in an amount not to exceed \$20,000.



SECTION 5  
Company Obligations

The Project shall comply with the following performance standards:

- a. Special Landscape Area: The area within 50' of contiguous and adjoining R-1 zoned properties located in the City shall meet the following standards:
  - Pervious, landscaped area
  - No drives or parking
  - No commercial or retail use
  - Irrigated
  - Maintained by the owner thereof in good order, appropriately trimmed and clear of trash/debris.
- b. Special Screening/Buffering: Along the boundary with contiguous and adjoining R-1 zoned properties located in the City, the following requirements shall apply:
  - 8' masonry wall without openings
  - Trees no shorter than 8' tall and in a quantity of no less than one tree per four feet of boundary wall shall be planted, maintained, and replaced as required. The layout shall be approved by the City Planning Director at the time of plan approval for the Project. The trees shall be appropriately irrigated.
- c. Special Setbacks for Certain Uses: The following uses must be setback 75' from the following distances from contiguous and adjoining R-1 zoned properties located in the City:
  - Loading Dock
  - Trash Dumpsters
  - Open Storage.
- d. Uses Permitted: The Project may include only the uses shown in the Permitted Uses on **Exhibit B** attached and made a part hereof for all purposes.

SECTION 6  
Default and Recapture

6.1 Termination. This Agreement may be terminated if Company refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by the Company is false or misleading in any material aspect. Termination of this Agreement may be effected if any such default is not cured within thirty (30) days after written notice by the City to Company.

6.2 Recapture. If the City terminates this Agreement as a result of default by Company, then the waiver of permit fees, as provided in paragraph 4.2, will be immediately abolished and waived. The City shall have the right to recapture all waived permits and inspections fees, as provided in Section 6.3 below.

6.3 Bill for Fees. In the event of termination, a bill for the total amounts due will be sent to Company, and Company hereby agrees to pay the total amounts due within sixty (60) days after receipt of the bill. Statutory penalties interest and attorney fees will accrue if Company fails to timely pay the bill. Nothing in this Agreement shall preclude Company from disputing the bill.

## SECTION 7 Mutual Assistance

The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. The City shall, in a form prepared by Company, upon thirty (30) days advance written notice and limited to once each calendar year, execute a certificate addressed to the Company, a lender to the Company or a potential purchaser of the Project or the Land (or a portion thereof) or the Company stating whether this Agreement is in full force and effect, stating whether the Agreement is currently valid and enforceable, specifying that there are no defaults hereunder (or if a default exists, delineating default and the requirements to cure the default).

## SECTION 8 Representations and Warranties

The City represents and warrants to the Company to the best of its belief that the Program and this Agreement are within the scope of its authority and the provisions of the City's charter and that it is duly authorized and empowered to establish the Program and enter into this Agreement. The City agrees, to the extent provided by law, not to challenge this Agreement or the City's authority to enter into or perform this Agreement, whether directly or indirectly. The Company represents and warrants to the City that it has the requisite authority to enter into this Agreement. The Parties recognize that they each have relied upon the validity and enforceability of this Agreement in selecting the Land for the Project and would not have made that decision, but for the benefits of this Agreement.

## SECTION 9 Hold Harmless and Indemnification

The Company agrees to protect, defend, hold harmless and indemnify the City, any member of its government body, its officers, employees and agents, from and against any and all claims, actions, liabilities and damages brought by third parties actually suffered by a person or persons and actually arising out of this Agreement due to the actions of the Company.

## SECTION 10 Section or Other Headings

Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11  
Attorneys' Fees

In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action.

SECTION 12  
Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

SECTION 13  
Amendment

This Agreement may only be amended or altered by written instrument signed by the parties.

SECTION 14  
Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Company may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed. However, the Company may transfer or assign its rights or obligations hereunder to (i) any entity which is an affiliate (specifically including a direct or indirect parent or subsidiary) of the Company, so long as the Company shall remain responsible and obligated to the City for the performance of its obligations under this Agreement, (ii) any purchaser of a portion of the Land, or (iii) any purchaser of the Project. Each such party shall assume the obligations hereunder, as to the portion of the Land acquired, whereupon the Company shall be released from future liability.

SECTION 15  
Notice

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified mail with return receipt requested, postage prepaid, or upon receipt by nationally recognized overnight courier, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties by notice under this Section:

COMPANY:	Pacific Ridge Development Company, LLC Attn: John Boswell 211 E. Carrillo Street #204 Santa Barbara, CA 93101
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With copies to:                      Wilson, Cribbs & Goren, P.C.  
   Attn: Reid C. Wilson  
   2500 Fannin  
   Houston, Texas 77002

CITY:                                      City of Seabrook,  
   Texas Attention: City  
   Manager  
   1700 First Street  
   Seabrook, Texas 77586

With copies to:                      Ross, Banks, May, Cron & Cavin, P.C.  
   Attn: Steven L. Weathered, City Attorney  
   2 Riverway, Suite 700  
   Houston, Texas, 77056

SECTION 16  
Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

SECTION 17  
Applicable Law

This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall exclusively lie in state courts located in Harris County, Texas.

SECTION 18  
Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

SECTION 19  
Time of Essence

Time is of the essence in the performance of this Agreement.

SECTION 20  
Severability

If a portion of this Agreement is deemed or declared invalid, then the remaining provisions shall continue in effect.

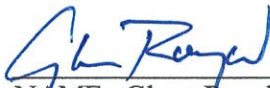
SECTION 21

Recording

At the City's option, a memorandum of this Agreement may be filed in the real property records, which may recite the restrictions set forth in Section 6 as restrictive covenants enforceable by the City against the Land. Such memorandum may be filed by the City at any time.

EXECUTED effective the 15<sup>th</sup> day of July, 2014.

CITY OF SEABROOK, TEXAS



NAME: Glenn Royal

TITLE: Mayor

APPROVED AS TO  
FORM:

  
CITY ATTORNEY

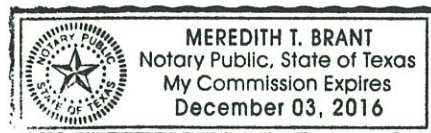
STATE OF TEXAS  
COUNTY OF HARRIS

§  
§

Before me, Meredith T. Brant, a notary public on this day personally appeared Glenn Royal, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Mayor of the CITY OF SEABROOK, TEXAS, a municipal corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said city.

Given under my hand and official seal this 15 day of July, 2014.

My commission expires: 12/3/16

  
Notary Public



PACIFIC RIDGE DEVELOPMENT COMPANY, LLC,  
a California limited liability company

By: 

NAME: John Boswell

TITLE: Managing Member

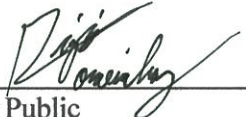
STATE OF CALIFORNIA  
COUNTY OF Santa Barbara

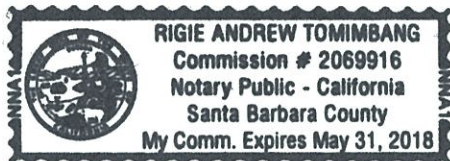
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§

Before me, Rigie Andrew Tomimbang, a notary public on this day personally appeared John Boswell, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Managing Member of Pacific Ridge Development Company, LLC, a California limited liability company, and acknowledged to me that he had authority to execute said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and official seal this 15th day of July, 2014.

My commission expires: May 31, 2018

  
Notary Public



**EXHIBIT**  
**A Description of the**  
**Land**

**Legal Description of 12.1341 Acre Tract**

A 12.1341 acre tract of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas and being out of and a part of Lots 15, 16, 17 and 18 of Ruggles Subdivision as recorded in Volume 5 at Page 30 of the Map Records of Harris County, Texas. Said tract also being out of and a part of the residue of that certain 40.92 acre tract of land conveyed by Theodore Dee McCollom, Jr. to Seabrook Venture II by Correction Deed dated March 1, 2000 and recorded under County Clerk's File No. U265748 of the Official Public Records of Real Property of Harris County, Texas. This 12.1341 acres is more particularly described by the following metes and bounds, to-wit:

NOTE: BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.9998758. REFERENCE IS MADE TO THE PLAT OF EVEN DATE ACCOMPANYING THIS METES AND BOUNDS DESCRIPTION.

COMMENCING at a 1/2 inch iron rod, with cap (BHA), set in the West right-of-way line of the Southern Pacific Railroad (also known as the T. & N. O. Railroad; 100 feet wide right-of-way) for the Southeast corner of said Lot 18, the Northeast corner of that certain 2.245 acres conveyed by Albert S. Farquhar, et ux, to Houston Lighting & Power Company by Deed dated October 23, 1962 and recorded under County Clerk's File No. B589710 of the Deed Records of Harris County, Texas and the Northeast corner of Lot 9 of the Savings & Loan Company Subdivision as recorded in Volume 3 at Page 71 of the Map Records of Harris County, Texas. Said point being the Southeast corner of that certain 1.716 acres conveyed by Red Bluff Development Company to City of Seabrook by Deed dated August 2, 1972 and recorded under County Clerk's File No. D695743 of the Deed Records of Harris County, Texas and the Southeast corner of that certain 3.4196 acres surveyed this date and has a State Plane Coordinate Value of Y=13,779,255.94 and X=3,230,501.19.

THENCE: South 86°53'32" West along the South line of said 3.4196 acre tract, the South line of said Lots 18 and 17, the South line of said 1.716 acres, the South line of that certain 0.6887 of an acre conveyed by Red Bluff Development Company to City of Seabrook by Deed dated April 19, 1966 and recorded under County Clerk's File No. C401938 of the Deed Records of Harris County, Texas, the South line of that certain 1.000 acre tract of land conveyed by Red Bluff Development Company to City of Seabrook by Deed dated December 9, 1967 and recorded under County Clerk's File No. C828387 of the Deed Records of Harris County, Texas, the North line of said 2.245 acres, the North line of said Lot 9 and the North line of that certain called 9.00 acres conveyed by Texas Eastern Transmission Corporation to Texas Eastern Products Pipeline Company by Deed dated March 24, 1988 and recorded under County Clerk's File No. M537657 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 513.02 feet to a 5/8 inch iron rod found for the Southwest corner of said



3.4196 acres, the Southwest corner of said 1.000 acre, the Southernmost Southeast corner of said 40.92 acres and the Southernmost Southeast corner and POINT OF BEGINNING of this tract. Said point has a State Plane Coordinate Value of Y=13,746,228.13 and X=3,229,988.98; from which a 3/4 inch iron rod (found) bears South 85°11'14" East 1.74 feet.

THENCE: Continue South 86°53'32" West along the Southernmost South line of this tract, the South line of said Lots 17, 16 and 15, the Southernmost South line of said 40.92 acres, the North line of said Lot 9, the North line of said called 9.00 acres, the North line of Lot 8 of said Savings & Loan Company Subdivision, the North line of that certain 6.6960 acres (Tract II) conveyed by JSK 2000 Family Partnership, Ltd., to Repsdorph Road, L.P. by Deed dated June 23, 2006 and recorded under County Clerk's File No. Z410139 of the Official Public Records of Real Property of Harris County, Texas and the North line of that certain 4.4742 acres conveyed by JSK 2000 Family Partnership, Ltd., to City of Seabrook, Texas by Deed dated March 2, 2006 and recorded under County Clerk's File No. Z173390 of the Official Public Records of Real Property of Harris County, Texas, for a distance of 689.30 feet to a 1/2 inch iron rod, with cap (BHA), set for the Southwest corner of this tract and the Southeast corner of that certain 1.0499 acres (Lakeside Drive Extension - 80 feet wide) described in Dedication Agreement between City of Seabrook, Texas and Seabrook Venture II dated October 21, 2010 and recorded under County Clerk's File No. 20100467859 of the Official Public Records of Real Property of Harris County, Texas. Said point being in a curve to the left, concave Westerly.

THENCE: Along and around said curve to the left, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 2040.00, a central angle of 01°21'44" and a chord bearing and distance of North 05°29'45" West 48.50 feet, for an arc length of 48.50 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve and the BEGINNING POINT of another curve to the right, concave Easterly.

THENCE: Along and around said curve to the right, in a Northerly direction, along the West line of this tract and the East line of said 1.0499 acres, said curve having a radius of 560.00 feet, a central angle of 12°56'48" and a chord bearing and distance of North 00°17'47" East 126.27 feet, for an arc length of 126.54 feet to a 1/2 inch iron rod, with cap (BHA), set for the TERMINATION POINT of said curve.

THENCE: North 06°46'11" East along the West line of this tract and the East line of said 1.0499 acres for a distance of 103.73 feet to a 1/2 inch iron rod, with cap (BHA), set for the BEGINNING POINT of a curve to the left, concave Westerly.



## **EXHIBIT B**

### Permitted Uses

Accessory Building/uses (for all the following uses)

Alterations, clothing  
Antique shops & dealers  
Appliance dealers/rental  
Auto parts & supplies  
Bakers, retail  
Banks or financial services  
Barbers/beauty salons/day spa  
Bicycle sales Boat equipment  
& supplies Book dealers, retail  
Candy & confection, retail  
Carpet & rug dealers  
Child day care center  
Church/place of worship  
Cigar lounge  
Cigar & tobacco shop  
Clothing store  
Coin dealers  
Computer sales & service  
Convenience stores (without fuel pumps)  
Copy & duplicating services  
Dance instruction  
Department stores  
Discount stores  
Dry cleaners (pickup only)  
Florists Food store,  
specialty Furniture dealers  
Gasoline service stations / convenience stores  
Hardware stores / Building materials sales  
Health club Janitorial services & supplies  
Laundry, self-service  
Liquor store  
Mailbox rentals Mailing service, bulk  
Medical equipment and supplies  
Motion picture theatre  
Musical instrument dealers  
Office, professional  
Paint stores, retail  
Pet shops (Indoor kennels only)  
Pharmacies  
Produce, retail  
Public use (governmental)

Quick lube/oil change  
Rental service store (no heavy equipment)  
Restaurant equipment & supplies  
Restaurants  
Restaurants (delivery & pickup only)  
Retail  
Retail, light  
Shopping centers  
Swimming pool & spa sales & supplies  
Theatre  
Tire dealers and service  
Veterinarians & animal hospitals (no outside kennels)

In addition to the foregoing, other similar uses are permitted, upon Owner request, subject to the City Manager making a good faith, written determination that another use not listed either i) is the functional equivalent of a listed use, or ii) has no greater impact on the City than a listed use. In such event, that use is permitted and a memorandum of the City Manager determination shall be recorded, referencing this Agreement.



Wilson, Cribbs & Goren, P.C.  
Attorneys at Law

May 30, 2014

***Via Messenger***

Ms. Michele L. Glaser  
City Secretary, City of Seabrook  
1700 First Street  
Seabrook, TX 77586

Re: Pacific Ridge Development Company, LLC  
(Our File No. 8435-002)

*Returned  
1 original  
to Reid Wilson  
7/18/14*

Dear Ms. Glaser:

Enclosed are triplicate originals of the Agreement which has been signed by Pacific Ridge. Please incorporate the original signature pages of Pacific Ridge with the original Agreements that have been signed by the City. Please return a fully executed original to my office.

Thank you for your assistance in this matter. Please call me with any questions at (713) 222-9000.

Very truly yours,

Reid C. Wilson.

RCW/dms

Enclosures

G:\CLIENTS\8435\002\CITY ATTORNEY LTR.DOC



## MAYOR PRO-TEM & COUNCIL REPRESENTATIVE POSITIONS

### BOARD AND COMMITTEES

MAYOR PRO TEM

#### Appointees 2013/14

Laura Davis

#### Appointees 2014/15

*Gary Johnson*  
*Thom Kolupski*

EDC MEMBER (in addition to Mayor)

Thom Kolupski

BAY AREA-HOUSTON CONVENTION & VISITORS BUREAU

Mike Giangrosso  
Thom Kolupski

*Mike*  
*Thom*

BAY AREA HOUSTON ECONOMIC PARTNERSHIP

Gary Johnson, Rep.  
Robert Llorente, Alt.

*Robert Llorente, mem*  
*Gary Johnson, Alt.*

BAY AREA TRANSPORTATION PARTNERSHIP

Laura Davis, Rep.  
Robert Llorente, Alt.

*Robert Llorente*

CLEAR LAKE EMERGENCY MEDICAL CORPS

Glenn Royal Rep  
Gary Johnson, Rep  
O. J. Miller, Citizen Rep

*O. J. Miller*  
*Mike*  
*Gary*

ECONOMIC ALLIANCE, PORT REGION (*The Alliance*)

Robert Llorente, Rep  
Mike Giangrosso, Alt

*Melissa Botkin*  
*Robert*

GALVESTON BAY FOUNDATION

Glenn Royal

*O. J. Miller*

HOUSTON-GALVESTON AREA COUNCIL

Glenn Royal, Rep.  
~~Robert Llorente~~, Alt.

*Glenn*  
*Gary*

HOTEL TAX LIAISON COMMITTEE

Thom Kolupski  
Mike Giangrosso

*Thom*  
*Mike*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Harris County Insurance Center 608 Rollingbrook Dr.  Baytown TX 77521		<b>CONTACT NAME:</b> Linda Robertson <b>PHONE (A/C, No. Ext):</b> (281) 427-6511 <b>FAX (A/C, No.):</b> (281) 422-0554 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Bayside Area Little League P.o. Box 357  Seabrook TX 77586		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Scottsdale Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL1421200944

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CP81892037	3/1/2014	3/1/2015	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 1,000,000
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**MIRAMAR STATION LLC  
& PHILLIP EDISON & CO  
11501 NORTHLAKE DRIVE  
CINCINNITI, OH 45249

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kyle Carrier/LINDA

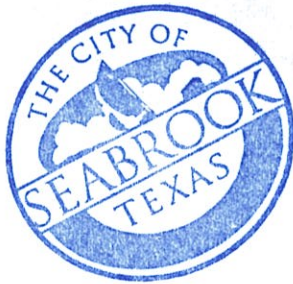


AFFIDAVIT OF APPROVAL

STATE OF TEXAS       §

COUNTY OF HARRIS   §

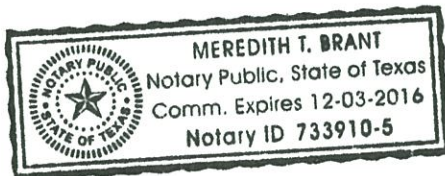
I, Robin Hicks, City Secretary for the City of Seabrook, 1700 First Street, Seabrook, Texas 77586, do hereby swear under oath that the City Council of the City of Seabrook, at a regularly scheduled City Council meeting on October 4, 2016, did duly consider, discuss, and approve the extension of the term of the Demolition Agreement and Net Lease, dated November 30, 2015, between Pacific Ridge Development Company and the City of Seabrook for an additional (4) 3-month extensions. Said approval was given by a unanimous vote of all Council members present.



A handwritten signature in blue ink that reads "Robin Hicks".

Robin Hicks, TRMC  
City Secretary  
City of Seabrook Texas

Sworn and subscribed before me on this 13th day of October 2016.



A handwritten signature in blue ink that reads "Meredith T. Brant".

Meredith Brant  
Notary Public





Pacific Ridge  
Contract Files

Sent Via Email:  
John Boswell  
10-18-17

October 18, 2017

Pacific Ridge Development Company, LLC  
211 E. Carrillo Street, #204  
Santa Barbara, CA 93101

RE: Demolition Agreement and Net Lease – November 30, 2015  
12 Month Lease – Expiration November 30, 2016  
Extension 1 – Expiration November 30, 2017  
**Extension 2 – Expiration February 28, 2018**

Dear Mr. Boswell:

Reference is made to that certain Demolition Agreement and Net Lease, ("Agreement") dated November 30, 2015 between Pacific Ridge Development Company as Landlord, and the City of Seabrook, Tenant. As provided by the terms Extension Rider ("Rider") of even date incorporated in the Agreement, the City of Seabrook is exercising its right to extend the term for an additional (4) 3-month extensions, as provided by such Rider ("2<sup>nd</sup> Extension").

The City demolition is currently in progress and we anticipate substantial completion by the end of November, 2017, but wish to exercise the last extension at this time given the exact certainty of final completion date. The City continues to maintain commercial general liability insurance as provided by the Rider.

Should you require anything further, please address to the undersigned.

Sincerely,

Gayle Cook  
City Manager